

L E T T E R O F I N T E N T

April ___, 1965

Boston Redevelopment Authority
City Hall Annex
Boston, Massachusetts 02108

Re: Waterfront Urban Renewal Project
 Proposal from Theodore W. Berenson on Behalf
 of Himself and Others

Gentlemen:

This letter will set out the present intentions of the undersigned acting on behalf of himself and his associates (the "Developer") for the proposed development of certain parcels in the Waterfront Urban Renewal Area, all such development to be carried out as more fully hereinafter set forth.

PART I

INTRODUCTION AND DEFINITIONS

The Developer presently owns a portion of the waterfront area with which this Letter of Intent is concerned, all of which area is included in the land covered by the Downtown Waterfront - Faneuil Hall Urban Renewal Plan (the "Plan"). Parts of the area now so owned by the Developer are to be the subject of a taking, by the Authority. The parts presently scheduled for such transfer are shown cross-hatched on the map (the "Map") entitled Land Development Plan by Theodore W. Berenson and Associates dated April 1, 1965 attached to this letter.

For convenience, the cross-hatched area is sometimes hereinafter referred to as "Community Land".

Other land is to be acquired by the Authority and to be transferred to the Developer to enable the plan now under consideration to be carried out. Such land so to be transferred is shown hatched on the Map.

The boundaries of land now owned by the Developer and to be retained by the Developer, either as part of the project areas, hereinafter referred to and defined, or otherwise, are shown on the Map as dotted areas.

REVISION DATED

4/23/65

Four (4) parcels (the "Project Areas") are the principal subject of this proposal. They are shown on a plan (the "Land Plan") entitled "Proposed Land Use - dated February 4, 1964" which is a part of the Plan, as follows:

Parcel A2 -- Intended for development with three apartment towers;

Part of
Parcel A3 -- Intended for development with a garage;

Part of
Parcel A3 -- Intended for development as an office building; and

Parcel A7 -- Intended for development as a motel.

All these Parcels are suitably identified on the Land Plan.

There follows an outline of the development plan which the Developer proposes to follow if selected by the Authority for the purpose and if a satisfactory Land Disposition Agreement is executed as hereinafter provided.

PART II

FIRST PHASE

1. PARCEL A2:

Three apartment towers are projected for Parcel A2. Each of the towers is to contain thirty-three (33) living floors and a ground floor lobby, basement and penthouse. Each of the towers is presently planned to include two hundred ninety-seven (297) dwelling units so that the three apartment towers would contain, in the aggregate, almost nine hundred (900) units.

The first phase development of Parcel A2 would include the construction of two of the towers.

2. PARCEL A3 (GARAGE SECTION):

A parking garage is planned for part of Parcel A3, as shown on the Map.

The first floor of the structure, above grade, is to contain retail store spaces.

The garage is to be designed so that it is to have a capacity of at least twelve hundred (1,200) cars with the design specifications assuming that parking will be on a non-attendant basis.

3. PARCEL A7:

This area is the proposed location of a so-called motor hotel, ultimately to contain four hundred (400) units.

The first phase of the job is to include a wing to contain not less than two hundred fifty (250) units. This wing is to be constructed on the present foundation of the Quincy Market Storage Warehouse, to the extent Developer desires to utilize the same.

On-site parking sufficient for three hundred (300) cars capacity, is to be provided underground as part of the first phase.

Access via a new street to be constructed by the Authority, South Market Street, is to be provided for the motel and also for the pier area immediately adjoining the Gardner Building and the Custom House Block, so-called. Access for the projected New England Telephone & Telegraph Company building, planned to be located to the west of Parcel A7, is to be provided by means which will not interfere, to any material degree, with traffic to the motel and the aforementioned pier area.

Incident to the development of Parcel A7, the Developer shall also have the right to use South Market Street for access to a marina location planned at the north seawall side of that street, which location is hereinafter designated A7A (and to which all references contained in this Letter of Intent to Parcel A7A shall be applicable where the context so admits). The marina may be operated as part of the motel operation, or independently, as the Developer elects, subject to the payment of fair value for the use of such water rights.

Incident to the motel operation, the Developer proposes to operate a restaurant, public function rooms and some of the other facilities customarily found in a downtown hotel operation. Suitable means of identification of the motel, by way of signs first approved by the Authority, are to be permitted. The Developer understands that restrictions on the type and size of signs is considered essential by the Authority, but the Authority is to give every consideration possible to the Developer's proposals which are consistent with the Authority's design objectives.

The remaining one hundred fifty (150) units proposed to be added to the motel will be constructed when, in the Developer's judgment, the market demand warrants the expansion.

The two (2) stage development of the motel project, in accordance with the foregoing, is, however, subject to presentation to the Authority of a design plan contemplating such a two-stage development which is acceptable to the Authority as meeting the objectives of the Plan for each stage.

PART III

CONDITIONS ON DEVELOPER'S
OBLIGATIONS

4. ACQUISITION AND LICENSES:

All the proposals are, obviously, contingent upon the acquisition of land which is not presently held by the Developer, in quantity and location sufficient to meet the requirements of the proposal.

All of the proposal is also subject to the granting to the Developer of irrevocable licenses, to the extent necessary and appropriate in the circumstances, as contemplated by Chapter 663 of the Acts of 1964.

5. ATLANTIC AVENUE RELOCATION:

Before the Developer is to be obligated to commence any of the proposed construction, the Developer must be satisfied that New Atlantic Avenue is, or is imminently to become, available for use for traffic in replacement of Old Atlantic Avenue, at all locations serving the Developer's Project Areas. The Developer may, at its option, commence construction prior to completion of New Atlantic Avenue if the construction of that road is on a schedule such that such construction by the Developer is feasible.

6. SITE WORK:

The Developer's proposal contemplates that the Authority will carry out so-called site work both on and off the Project parcels. For example, extensive utility, road and site preparation, demolition, and filling work must be accomplished in and outside the boundaries of the Project Areas. The work so to be accomplished is set out in a schedule entitled "Schedule of Site Work and Timetable" annexed hereto and made a part of this Letter by reference.

That part of the work which is under the heading "PART I PRE-FIRST PHASE WORK TO BE DONE BY THE AUTHORITY" shall be accomplished prior to the date when the Developer is to be obligated to commence any construction on any of the Project Areas, it being contemplated that the work so to be completed by the Authority is a condition on the Developer's obligation as to the time when the Developer is to commence construction.

That part of the work under the heading "PART II FIRST PHASE WORK" is to be accomplished while the Developer is in construction, and that part under the heading "PART III FINISH APPEARANCE" is to be completed at or about substantial completion of work by the Developer on the Project Areas.

The Authority's obligations as aforesaid are however subject to delays attributable to causes beyond the Authority's reasonable

control, such as strikes, acts of conflicting governmental authority, shortages of material, casualty, unusually severe weather conditions, legal proceedings preventing the prosecution of such work and the like.

7. DATE BY WHICH CONDITIONS ARE TO BE SATISFIED:

The Authority shall satisfy all of the conditions in this PART III which are stated as conditions on the Developer's obligations as to the date by which construction is to be commenced, on or before September 1, , 1967.

If by such deadline date of September 1, , 1967, as the same may from time to time be deferred, as hereinafter provided, the Authority, for any reason (whether or not the delay is excused by the last paragraph of Section 6, above), shall not have met all the conditions specified or referred to in this PART III, then, and in addition to any and all rights which the Developer may have according to law for any breach of the Authority's agreements, the Developer shall have the right:

- a) successively, and from time to time, to defer such date; or
- b) (without limiting such other rights as Developer may have) to notify the Authority that it desires to terminate the Developer's obligations under agreements at the time in force. In any such event, and again, without limiting the Developer's other rights, Authority shall return to the Developer any deposit made by the Developer with the Authority, and the Developer shall be free of further obligation.

PART IV

SCHEDULING

8. APARTMENT TOWER SCHEDULE:

If not theretofore commenced, construction of the first two towers on Parcel A2 is to be commenced as soon as there shall have been fulfilled by the Authority conditions set forth in Paragraphs 5 and 6 above, relative to completion of New Atlantic Avenue and site work to be done by the Authority to be accomplished during the pre-first phase period. The obligation so to commence construction shall, however, be subject to the right to defer the commencement of construction where appropriate by reason of materially adverse weather conditions. Thereafter, Developer is to proceed diligently to complete construction of the first two apartment towers within two years after (i) New Atlantic Avenue is in place and in use; or (ii) within two years after the commencement of construction; whichever is the later, subject always, however, to delays attributable to strikes, Governmental restrictions, shortages of material, casualty, unusually severe weather conditions or causes generally beyond the reasonable control of Developer. Without limitation, if Developer shall actually have commenced work before New Atlantic Avenue is in place and in use, and there shall be any delay in the full utilization of New Atlantic Avenue, and replacement of Old Atlantic Avenue, Developer shall be entitled to an extension of time within which to complete consistent with such delay.

9. GARAGE SCHEDULE:

Construction of the garage shall commence in sufficient time to permit completion of the same (subject always to the delays enumerated in Paragraph 8 above) before or substantially contemporaneously with the completion of the first two apartment towers.

10. CONSTRUCTION OF THE MOTEL:

Developer proposes to schedule construction of the motel first phase development so that such first phase will be completed substantially contemporaneously with completion of the first phase of the apartment towers. Accordingly, Developer shall commence construction of the motel first phase development eighteen months at least before the scheduled completion date of the first phase apartment tower development.

PART V

SECOND PHASE OF DEVELOPMENT

11. PARCEL A2:

The Developer proposes to commence preparation for development of a third tower when the first two apartment tower buildings are, taken together, occupied to the extent of fifty per cent (50%) of the total units to be made available therein, and after New Atlantic Avenue has been extended so that it bounds Parcel A2 at all points.

During the three (3) month period following the date on which such occupancy level is reached, the Developer shall negotiate with the Authority to the end that the Developer and the Authority shall have completed, and executed, not later than the expiration of three (3) months after the date on which such occupancy level is reached, a Land Disposition Agreement with reference to the construction of the third tower.

The Land Disposition Agreement is to contain terms and conditions usually and customarily contained in such agreements at the time executed by the Authority with other developers, shall incorporate suitable cash penalty provisions penalizing the Developer for its failure to meet the schedule imposed by the Agreement, but to the extent consistent with legal requirements at the time applicable, the format of the contractual obligations shall be comparable to, and consistent with, the format of the Land Disposition Agreement to be entered into with reference to construction of the first two towers.

However, the price at which that part of Parcel A2 which is required to be conveyed to the Developer in order to permit the third apartment tower to go forward shall be computed by multiplying

the number of square feet of area so conveyed by the same dollar price per square foot hereinafter provided with respect to Parcel A2 conveyances, but there shall be deducted from the product so arrived at the estimated cost to the Developer of preparing that portion of Parcel A2 which is water to permit construction of the third apartment tower. Included in land preparation cost is the cost of filling and bulkheading as required.

If, for any reason, the Developer fails so to execute such a Land Disposition Agreement, then it is understood that the Authority may exercise its power of eminent domain to take that part of Parcel A2 as may be required for the construction of the third tower, subject always to a reservation of rights in the Developer as may be necessary to enable proper use and enjoyment of the first two towers. The failure of the Developer to execute a Land Disposition Agreement within the time specified shall impose no liability on the Developer.

In this connection, reference is made to the fact that, as shown on the Map, a small part of what is now identified as Parcel A1 is required to be transferred to the Developer in order to enable the Developer to complete the proposed full-scale development of Parcel A2. The part of Parcel A1 so required would be required to be transferred before development of the third tower.

From and after the time when the Developer commences preparation for development of the third tower, the Authority agrees to take such steps as may be required to cause the transfer of Parcel A1 into Parcel A2; and the Land Disposition Agreement with reference to the third tower shall provide for such transfer. All references to Parcel A2 (including, without limitation, the reference in the first paragraph of this Paragraph 11) shall be deemed to refer to Parcel A2, as so expanded, whenever this Letter is being read with reference to the proposed development of the third tower.

12. PARCEL A3 (OFFICE BUILDING SECTION):

On part of Parcel A3, the Developer is considering construction of an office building.

Within one hundred twenty (120) days after execution of this Letter of Intent, the Developer shall submit to the Authority a preliminary lay-out of the building proposed to be constructed on Parcel A3, showing a tentative first floor plan and a tentative upper story plan, together with data as to proposed height and bulk.

The Developer intends to submit a proposal with respect to its proposed development not later than December 31, 1965. The proposal shall include a Land Disposition Agreement in a form which the Developer is prepared to execute, sketch plans showing in reasonable detail the nature of the proposed buildings, and a preliminary financing plan.

Within sixty (60) days after the Authority gives its approval to the proposal, the Developer intends to submit preliminary working drawings and its proposal for financing the Project, and within thirty (30) days after the Authority's approval of the drawings and financing proposal, to enter into a Land Disposition Agreement with the Authority and to commence preparation of working drawings.

Provided the Developer meets the foregoing schedule, the Authority agrees not to enter into any negotiations or make any commitments or agreements with respect to another disposition of Parcel A3 (office building section).

It is understood that the Developer is to be under no liability for the Developer's failure to meet the foregoing schedule, but if the Developer does so fail, then the Authority shall, after such failure, have the right to proceed free of any restriction on disposition.

13. SURFACE DEVELOPMENT:

Such portions of the Project Areas as are not improved by structures may be improved by the Developer by such amenities as pools, landscaping and other suitable decorative effects.

PART VI

UNDERTAKINGS ON THE PART OF THE AUTHORITY

It is the Developer's understanding that the Authority has agreed to carry out, or cause to be carried out, the following conditions, construction or undertakings, as the case may be, in addition to those undertakings referred to in PART III:

14. AUTHORITY TO CONVEY NECESSARY LAND:

Reference is made to the fact that certain land is not presently owned by the Developer and, in order to carry out the Developer's proposed plan, such land must be acquired by Developer.

The Authority agrees to cause title to such additional land to be transferred to the Developer at prices established in accordance with the following schedule:

- | | | |
|----|--|---------------|
| a) | So much of such land as falls within Parcel A2 | \$4.00/sq.ft. |
| b) | So much of such land as falls within Parcel A3 to be devoted to the garage | \$5.00/sq.ft. |

- c) So much of such land as falls within Parcel A3 to be devoted to the proposed office building \$11.00/sq.ft.
- d) So much of such land as falls within Parcel A7, together with the exclusive and irrevocable right to use and operate a marina (and irrevocably to permit the passage of boats to and from such marina) generally in the location designated A7A \$11.00/sq.ft. of land in Parcel A7 proper, plus a charge at fair value for the water rights, as aforesaid with respect to Parcel A7A

The prices set forth above are all subject to approval by the Housing and Home Finance Agency. It is understood that the Developer's statement of its intentions are therefore necessarily conditioned upon HHFA approval.

Title to each Parcel shall be conveyed by the Authority to the Developer at the time set forth in the following schedule, and at the time of such conveyance, the consideration set forth above shall be paid by the Developer to the Authority:

Parcel A2 -- When Parcel A2 has been fully prepared by the Authority, in accordance with the requirements of the Schedule of Site Work.

Each of Parcels A3 and A7 -- When the Developer is to be obligated, under the relevant provisions of this Letter of Intent to commence construction of such Parcel.

Pending the acquisition of title to any Parcel, the Developer shall have such rights of access and use of the Parcels as may be required for the overall construction program, after acquisition by the Authority of title to the same (the Authority agreeing, however, to acquire such title as may be necessary to permit Developer's program to go forward). Such rights of access and use shall also apply to the Community Land and any other areas under the Authority's control or the control of the City of Boston, as necessary or appropriate for the foregoing purposes.

15. COMPLETION OF OTHER STRUCTURES IN ADJOINING AREAS:

Reference is made to the fact that the initial success, from an overall planning point of view, and from the economic point of view, of the proposed motel and apartment tower development will depend upon reasonably close coordination of construction of other structures in the areas immediately adjacent to the Developer's projects, to the end that such other structures and the first phase portion of the Developer's projects will be completed more or less contemporaneously.

Incident thereto, the Authority agrees to use every reasonable effort to cause the reconstruction of the proposed new facade on the existing New England Telephone & Telegraph Company building on the present southwest corner of Old Atlantic Avenue and State Street promptly to be undertaken and to be completed by August, 1968.

In further recognition of the vital importance to the Developer of such coordination of construction and completion, the Authority agrees to cause the proposed construction of:

- a) the aquarium building, to be located on Central Wharf,
- b) alterations in the exterior of the existing subway station on State Street east of the location of New Atlantic Avenue (so that the appearance of the same will be consistent with the overall design development of the area),
- c) alterations necessary to effect an elimination of the existing State Street entry onto the John F. Fitzgerald Expressway,
- d) alterations necessary to eliminate the passage of vehicular traffic under the John F. Fitzgerald Expressway,

to be completed by August, 1968.

18. COMMUNITY LAND RESTRICTIONS:

Prior to the commencement of construction by the Developer, and, in any event, on or before September 1, 1967, the Authority is to acquire the Community Land and such acquisition shall be a condition upon the Developer's obligation to commence construction in the same fashion and with the same effect as if this condition were specifically included in PART III, supra; the Developer shall have the same rights and remedies for a failure on the part of the Authority so to acquire such Community Land as Developer has for a failure to satisfy any of the conditions in said PART III.

The Authority is also to complete, prior to the scheduled completion of the first phase of the Developer's work in the Project Areas, certain work on the Community Land.

From and after the date of this Letter, the Authority agrees that the Authority will not permit any structures to be built on the Community Land, except for the aquarium, on the location now designated for this structure, and structures for uses incident to the aquarium, such as a research facility, library or the like.

For the purposes of this agreement, "structures" shall not be deemed to refer to improvements proposed for the Community Land area, such as landscaping, pedestrian malls, open air courtyards and the like.

Although not part of the Community Land, the Authority also agrees that it shall make every reasonable effort to minimize the shielding effect of the structure now proposed to be constructed by the New England Telephone & Telegraph Company to the west of Parcel A7, to the end that as much of such open area shall remain between the structure on Parcel A7 and the Parcel to the west as may be feasible.

19. CUSTOM HOUSE BLOCK AND GARDNER BUILDING:

Title to the Custom House Block and the Gardner Building, so-called, suitably designated on the Map attached to this Letter of Intent, shall continue to be retained in the name of Theodore W. Berenson, individually. The Authority hereby states its intention to permit title so to remain, provided that Theodore W. Berenson shall agree to use and rehabilitate these buildings only for the purposes contemplated and permitted by the Plan. However, if before the conclusion of a Land Disposition Agreement, as contemplated by this Letter of Intent, Mr. Berenson shall conclude that such an use and rehabilitation is not feasible, then the Authority intends to make a taking of the buildings and all rights appurtenant thereto, if authorized so to do.

20. UTILITIES:

Roadways, walkways and common areas generally in the Community Land shall, prior to the completion of the Developer's first phase, be dedicated to, and accepted by, the City of Boston, to the end that the City shall become responsible for the maintenance of the same as public ways and sidewalks.

PART VII

MISCELLANEOUS

21. EXECUTION OF LAND DISPOSITION AGREEMENT:

The Developer intends, within seventy-five (75) days after your acknowledgment of this Letter of Intent, to present a preliminary site plan and schematic building plans for the apartment towers, the garage and the motel. Included as a part of the presentation is to be a general outline of the nature of the uses to which the Project Areas are to be put, and a general statement of the exterior features of the development proposed.

Within two hundred seventy (270) days after the Authority shall have reviewed and accepted the Developer's site and schematic plans aforesaid, it is the expectation of both the Developer and the Authority that they will proceed to the execution of a Land Disposition Agreement in form and substance mutually satisfactory to the parties.

Such Land Disposition Agreement shall formalize the arrangements between the parties and create the contract under which the development is to proceed. It is contemplated that the assurance of performance to be provided by the Developer shall be in the form of an irrevocable letter of credit in the sum of ten per cent (10%) of the purchase price of those parts of Parcels A2, A3 and A7 to be acquired by the Developer from the Authority incident to the work to be done by the Developer in the so-called First Phase, as set out above in PART II of this Letter.

Until execution of a Land Disposition Agreement containing mutually satisfactory terms and conditions, neither party shall have any liability to the other on account of any of the matters covered in this Letter of Intent, this letter being only a statement of the parties' present intentions. If, however, the foregoing

Boston Redevelopment Authority

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does accurately state your understanding of our mutual plans, then would you please so indicate by acknowledging this letter appropriately.

Very truly yours,

For Theodore W. Berenson &
Associates and the individuals
who are principals of Carlyle
Construction Corporation.

ACCEPTED AND ACKNOWLEDGED:

BOSTON REDEVELOPMENT AUTHORITY

By Development Administrators

SCHEDULE OF SITE WORK
TO BE DONE BY THE AUTHORITY
AND TIMETABLE

PART I

PRE-FIRST PHASE WORK

1. ON-SITE WORK:

All of the work required to render the land to be conveyed to the Developer free and clear of all buildings, structures and improvements, except streets, sidewalks, curbs, walls and foundations below the surface, at and above grade.

Excepted is the foundation slab of the Quincy Cold Storage and Warehouse, which slab is to be left available for construction.

All cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. Such land shall be uniformly graded and left free of mounds and depressions and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist, provided, however, that so much of Parcel A3 as lies easterly of the existing bulkhead along Atlantic Avenue may be graded at an elevation lower than that of such street elevations at levels mutually agreed upon.

2. OFF-SITE WORK:

- A. Demolition of all structures including removal of above-ground utilities and removal of all debris as may be necessary, first, at the minimum, to level the Community Land, and second, as may be required to permit construction of the facilities ultimately planned for the Community Land, provided, however, that the Authority shall have no obligation to demolish structures on the parcel to be sold to the Aquarium.
- B. Bulkheads, or other satisfactory facilities to surround the work in order to provide for public streets and/or approved rights of way to the east of Parcel A3 and north and east of Parcel A7 shall be constructed.

With respect to Parcel A2, bulkheads as required to the south and west thereof are to be provided by Developer, as noted in the Letter of Intent to which this Schedule is attached.

Reference is made to the fact that the proper site development of Parcel A2, both with respect to the first two apartment towers and the feasibility of any third tower, as the third tower development relates to the first towers and to its own siting, is dependent upon construction of that portion of New Atlantic Avenue

contiguous to Parcel A2 being on solid fill and not piling.

Consistent therewith, the Authority agrees that New Atlantic Avenue shall be constructed, at all relevant points, so that Parcel A2, in its entirety, shall be a part of a solid land mass running from the existing land mass to and including Parcel A2 itself.

- C. Installation of access roads on a time schedule as required by the Developer for the commencement and prosecution of the Developer's work to provide a free flow of construction equipment as required by the Developer, except that the Authority shall have no obligation to pave such roads and such roads shall be limited to those portions of India Street, Milk Street and South Market Street to be provided easterly of New Atlantic Avenue.
- D. As appropriate to scheduling and upon reasonable prior notice by the Developer, water, storm water facilities, and sanitary sewer facilities will be made available, and the Authority will use reasonable efforts to cause the installation of electrical and gas facilities as required by the Developer.

Any equipment in use by the Authority for any purpose in the renewal area generally shall, immediately prior to the first phase work to be commenced by the Developer, be removed from Parcels A2, A3 and A7, and placed in position such that it will not unreasonably interfere with the Developer's access and operations.

PART II

TRUST WORK

1. ON-SITE WORK:

All utility connections, viz., water, storm water sewer, and sanitary sewer facilities, are, upon reasonable prior notice by the Developer, to be brought to the Parcel boundary lines by the Authority as and when required by the Developer to hook up to utility facilities constructed in the buildings proper.

2. OFF-SITE WORK:

- A. As required in the process of construction by the Developer, water, storm water sewer, and sanitary sewer facilities shall be installed as appropriate for planned service

to the Project Areas, the Authority to use reasonable efforts to cause the installation of electrical and gas utilities.

- B. At the time of the initial completion of the first phase of work on a Parcel to be completed, all of the streets, sidewalks, and curbs to or providing the only vehicular or pedestrian access to such Parcel shall be surfaced, and curbs, sidewalks, and street lighting in respect thereof shall be installed.
 - C. When construction work is completed for any particular Parcel and the surrounding area, permanent street paving shall be installed and suitable landscaping and planting is to be accomplished.
 - D. The Authority proposes to raise the grade of Long Wharf, exclusive of the Gardner Building and the Custom House Block, above the grade presently existing, with the effect of raising the grade above first floor levels of those buildings. All curbing, stepping, methods of access, and whatever work may be necessary to make the buildings and the balance of the Wharf integral units, so that the change in relative grades will not interfere with the use of the buildings, access, etc., shall be done at the Authority's expense. During such construction work, the Authority shall preserve methods of access to the buildings so that the use thereof may be continued with minimum inconvenience and interference to the tenants.
- All of the regrading of Long Wharf is to be completed prior to the completion of the first phase of the Developer's work.
- E. The Authority will demolish "T" Wharf and remove the debris prior to Developer's completion of improvements on Parcel A7.

PART III

FINISH APPEARANCE




It is the intent of this Schedule of Site Work that the Authority shall be responsible for the full and final completion of all work it is otherwise in this Agreement obligated to perform, and for the finished landscaping and completion of all public areas and public facilities, such as, but not limited to, sidewalks, streets, utilities, and lights, so as to produce a finished appearance in the vicinity of the Developer's projects, all of which is to be done and completed now or later simultaneously with completion of the Developer's first phase.









GOVERNMENT CENTER SITE

CHARLES
RIVER





LAND DEVELOPMENT PLAN
BY Theodore W. Berenson & Associates

community land 
retained land 
disposed land 
April 1, 1965

street number 
parcel number 
block number 
property to be acquired 
property not to be acquired 
wharf line 
project boundary 
U.S. Pierhead Line 

Property

Downtown Waterfront
Faneuil Hall
Urban Renewal Area
Massachusetts R-77
BOSTON REDEVELOPMENT AUTHORITY



- institutional 1
- public open space 2
- residential 3
- general office 4
- general business 5
- mixed use: residential, general business 6
- mixed use: general office, general business 7
- mixed use: institutional, general business, transient housing, general office, utilities, public service 8
- public ownership 9
- marine and marine accessory 10
- MTA subway station 11
- MTA easements 12
- other easements 13
- property not to be acquired 14
- disposition parcel 15
- proposed U.S. Pierhead Line 16
- project boundary 17
- U.S. Pierhead Line 18

PREPARED BY THE DOWNTOWN WATERFRONT CORPORATION

Proposed Land Use

DESIGNED BY: 19
 PREPARED BY: 20
 DATE: FEB. 4, 1965 21

**Downtown Waterfront —
 Faneuil Hall
 Urban Renewal Area
 Massachusetts R-77**

BOSTON REDEVELOPMENT AUTHORITY



April 29, 1965

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: LETTER OF INTENT FROM THEODORE BERENSON

Attached is a proposed Letter of Intent between the Authority and Theodore W. Berenson & Associates which is submitted for Authority approval. The basic development proposals are as follows:

1. A first phase development consisting of two high-rise apartment towers containing approximately 600 apartment\$ plus a parking garage with at least 1,200 parking spaces.
2. A first phase motel development containing not less than 250 rooms plus function rooms and 300 underground parking spaces.
3. A third apartment tower is to be commenced after the first two towers have attained 50 per cent occupancy. If the tower is not commenced, the Authority will have the right to acquire the site for the third building and make it available to another developer.
4. The motel may be expanded by the addition of 150 rooms at the option of the developer, if the market warrants it. However, a condition on this is that the motel design must be acceptable at both stages of development.
5. A design and financial proposal together with a proposed Land Disposition Agreement for an office building is to be submitted to the Authority by December 31, 1965. The Authority will negotiate solely with the Berenson group on this parcel so long as they proceed in good faith on the schedule outlined.

On the basis of the first reuse appraisal, it is proposed that the disposition price for the parcels to be sold to Berenson, subject of course to final HHFA approval, would be as follows:

- | | | |
|-------------------------|---|------------------|
| 1. Housing site | - | \$ 4.00 sq. ft. |
| 2. Garage site | - | \$ 5.00 sq. ft. |
| 3. Office building site | - | \$ 11.00 sq. ft. |
| 4. Motel site | - | \$ 11.00 sq. ft. |

The Letter of Intent contains a schedule of site work which spells out the Authority's obligations concerning street improvements and other items that are essential to the contemplated development. Of particular importance to the development is the construction of new Atlantic Avenue. This road, and the resultant abandonment of existing Atlantic Avenue, is necessary to enable development to begin for the garage, which is essential to the ultimate success and operation of the housing development. Since the housing development will take from 6 to 9 months more than the garage, it is anticipated that the housing complex will start before the garage site can be made available, so long as there is adequate assurance that both developments can be completed at the same time.

It is estimated that new Atlantic Avenue can be completed by January, 1968. Based on this, the apartment development can be under construction between June and September, 1967, with completion two years thereafter.

It is recommended that the Authority approve the Letter of Intent and authorize its execution upon publication of the required public disclosure notice.

Attachments

